

RETURN DATE:	JUNE 28, 2022	:	SUPERIOR COURT
		:	
NEAL LUSTIG		:	J.D. OF NEW HAVEN AT
		:	NEW HAVEN
VS.		:	
		:	
POMPERAUG DISTRICT DEPARTMENT OF		:	
HEALTH; HOUSATONIC VALLEY HEALTH		:	
DISTRICT; TOWN OF SOUTHBURY; TOWN OF		:	
OXFORD; TOWN OF WOODBURY; TOWN OF		:	
WASHINGTON; TOWN OF NEW MILFORD;		:	
And LISA MORRISSEY		:	MAY 18, 2022

COMPLAINT

1. The plaintiff Neal Lustig is a resident of 5 Pheasant Lane, Madison, Connecticut.
2. The defendant Pomperaug District Department of Health is a state of Connecticut district department of health formed and existing pursuant to Conn. Gen. Stats. Sec. 19a-241. It is an instrumentality of the Towns of Southbury, Woodbury, and Oxford, Connecticut, tasked with the statutory functions granted to it by Connecticut statute. It has a principal place of business located at 77 Main Street, North, Playhouse Corner – Unit 205, Southbury, Connecticut 06488.
3. The defendant Housatonic Valley Health District is a state of Connecticut district department of health formed and existing pursuant to Conn. Gen. Stats. Sec. 19a-241. It is an instrumentality of the Towns of New Milford, Washington, Southbury, Woodbury, and Oxford, Connecticut, tasked with the statutory functions granted to it by Connecticut statute. The Housatonic Valley Health District, upon information and belief, is the successor in interest to the Pomperaug District Department of Health as of February 1, 2022. It has a principal place of business located at 10 Main Street, New Milford, Connecticut.
4. The defendant Town of Southbury is a Connecticut municipal corporation with a principal place of business located at 501 Main Street South, Southbury, Connecticut, 06488. It is a constituent member of the Pomperaug District Department of Health and the Housatonic Valley Health District.
5. The defendant Town of Oxford is a Connecticut municipal corporation with a principal place of business located at 486 Oxford Road, Oxford, Connecticut 06478. It is a constituent member of the Pomperaug District Department of Health and the Housatonic Valley Health District.
6. The defendant Town of Woodbury is a Connecticut municipal corporation with a principal place of business located at 281 Main Street South, Woodbury, CT 06798. It is

a constituent member of the Pomperaug District Department of Health and the Housatonic Valley Health District.

7. The defendant Town of Washington is a Connecticut municipal corporation with a principal place of business located at 2 Bryan Plaza, Washington Depot, Connecticut 06794. It is a constituent member of the Pomperaug District Department of Health and the Housatonic Valley Health District.
8. The defendant Town of New Milford is a Connecticut municipal corporation with a principal place of business located at 10 Main Street, New Milford, CT 06776. It is a constituent member of the Pomperaug District Department of Health and the Housatonic Valley Health District.
9. The defendant Lisa Morrissey, acting in her official capacity, is the director of the defendants Pomperaug District Department of Health, and Housatonic Valley Health District.
10. For 33 years, Neal Lustig was employed as the health director of the defendant Pomperaug District Department of Health until his retirement in August, 2021.
11. In the spring and summer of 2021, untrue allegations of misconduct were made against Mr. Lustig by a former employee of PDDH, Sean Falzarano. Mr. Lustig denied the allegations and asserted that the allegations were made by Mr. Falzarano and supported by Anne Neumann, the chair of the board of directors of PDDH, in an effort to forcibly remove Mr. Lustig from his director position because of his age and because of his religion and ethnic background (Jewish). During his 33-year career Mr. Lustig maintained an essentially unblemished personnel record and his staff had limited turnover and worked together with him for decades at PDDH.
12. Following a contentious negotiation, the PDDH and Mr. Lustig agreed on a resolution of claims and the PDDH agreed to make a payment to Mr. Lustig in the amount of \$120,000. In exchange, Mr. Lustig agreed to retire from service with PDDH. This agreement is referred to herein as the "Settlement Agreement."
13. Mr. Lustig's retirement became effective on August 13, 2021.
14. According to the Settlement Agreement, PDDH agreed to pay Mr. Lustig in two installments. The first installment was paid on September 16, 2021. The Settlement Agreement mandated that the second installment be paid six months after the first payment is made unless extended. The Settlement Agreement allowed PDDH to extend the time to make payment sixty days after the due date.
15. The second installment was due, following the sixty-day extension, on May 15, 2022.
16. The PDDH did not make the second installment payment to Mr. Lustig on or before May 15, 2022.

17. Housatonic Valley Health District, the successor in interest to PDDH, likewise did not make the second installment payment to Mr. Lustig on or before May 15, 2022.
18. Mr. Lustig has complied with all obligations and requirements of the Settlement Agreement.
19. The defendants' failure to pay the second installment is intentional and without good cause or merit.
20. The constituent municipality members of the HVHD and the PDDH are, pursuant to Conn. Gen. Stats. Sec. 7-465, jointly and severally liable to the plaintiff for payment of the second installment of \$60,000.
21. By failing to make the second installment payment of \$60,000 to Mr. Lustig by May 15, 2022, the defendants are in breach of the Settlement Agreement and liable therefore.

WHEREFORE, THE PLAINTIFF SEEKS THE FOLLOWING REMEDIES:

- A. Money damages;
- B. Make whole relief;
- C. Specific performance;
- D. Attorney's fees and costs;
- E. Such other relief as may be appropriate and awarded by the court.

THE PLAINTIFF,
NEAL LUSTIG

/s/ 408630

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STATEMENT OF AMOUNT IN DEMAND

The amount in demand is greater than Fifteen Thousand Dollars exclusive of interest and costs.

THE PLAINTIFF,
NEAL LUSTIG

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